

2016 CV 01116 HINKLE, DALE L et al -vs- HARBOR FREIGHT TOOLS et al LAD

Case Type	Civil - Common Pleas	Action:	OTHER TORTS
Case Status:	OPEN	Status Date:	04/18/2016
File Date:	04/18/2016	Case Judge:	D'APOLITO, LOU A
DCM Track:		Next Event:	

All Information	Party	Docket	Financial	Receipt	Disposition
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Party Information**HINKLE, DALE L - PLAINTIFF**
Disposition
Disp Date
Address 2112 WICK CAMPBELL
 ROAD
 HUBBARD, OH 44425
Phone
Alias
Party Attorney
Attorney WEXLER, ILAN
[More Party Information](#)**HINKLE, LINDA - PLAINTIFF**
Disposition
Disp Date
Address 2112 WICK CAMPBELL
 ROAD
 HUBBARD, OH 44425
Phone
Alias
Party Attorney
Attorney WEXLER, ILAN
[More Party Information](#)**HARBOR FREIGHT TOOLS - DEFENDANT**
Disposition
Disp Date
Address 6000 MAHONING AVENUE
 SUITE 20
 YOUNGSTOWN, OH 44515
Phone
Alias**Party Attorney**[More Party Information](#)**BADLAND WINCHES - DEFENDANT**
Disposition
Disp Date
Address 3491 MISSIN OAKS BLVD
 P.O. BOX 6009
 CAMARILLO, CA 93011
Phone
Alias**Party Attorney**[More Party Information](#)**Docket Information**

Date	Description	Docket Text	Amount Image Owed Avail.
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EXHIBIT

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Date	Description	Docket Text	Amount Owed	Image Avail.
04/18/2016	DEPOSIT RECEIVED	DEPOSIT RECEIVED Attorney: WEXLER, ILAN (5859) Receipt: 346804 Date: 04/18/2016	\$60.00	
04/18/2016	COMPLAINT FILED	COMPLAINT FILED	\$25.00	Image
04/18/2016	LEGAL AID (TOSCV) FILED	LEGAL AID (TOSCV) FILED Receipt: 346804 Date: 04/18/2016	\$26.00	
04/18/2016	LEGAL NEWS	LEGAL NEWS Receipt: 346804 Date: 04/18/2016	\$13.00	
04/18/2016	CLERK COMPUTERIZATION FEE (CIVIL)	CLERK COMPUTERIZATION FEE (CIVIL) Receipt: 346804 Date: 04/18/2016	\$20.00	
04/18/2016	COURT COMPUTER RESEARCH (CIVIL)	COURT COMPUTER RESEARCH (CIVIL) Receipt: 346804 Date: 04/18/2016	\$6.00	
04/18/2016	CV-COURT MEDIATION PROGRAM	CV-COURT MEDIATION PROGRAM Receipt: 346804 Date: 04/18/2016	\$40.00	
04/18/2016	CV-SPECIAL PROJECTS FUND	CV-SPECIAL PROJECTS FUND Receipt: 346804 Date: 04/18/2016	\$50.00	
04/18/2016	CV-TECHNOLOGY FUND	CV-TECHNOLOGY FUND Receipt: 346804 Date: 04/18/2016	\$10.00	
04/26/2016	SUMMONS, COPY OF COMPLAINT	SUMMONS, COPY OF COMPLAINT MAILED BY CERTIFIED MAIL TO DEFTS AT ADDRESSES ON COMPLAINT	\$4.00	
04/26/2016	CERTIFIED MAILER NUMBER P	Issue Date: 04/26/2016 Service: CIVIL SUMMONS Method: (CP) CERTIFIED MAIL Cost Per: \$0.00 HARBOR FREIGHT TOOLS 6000 MAHONING AVENUE SUITE 20 YOUNGSTOWN, OH 44515 Tracking No: 941472669904207083871 BADLAND WINCHES 3491 MISSIN OAKS BLVD P.O. BOX 6009 CAMARILLO, CA 93011 Tracking No: 941472669904207083872	\$21.24	
04/29/2016	SUCCESSFUL SERVICE	SUCCESSFUL SERVICE Method : (CP) CERTIFIED MAIL Issued : 04/26/2016 Service : CIVIL SUMMONS Served : 04/27/2016 Return : 04/29/2016 On : HARBOR FREIGHT TOOLS Signed By : AMY LEWIS Reason : (CP) SUCCESSFUL Comment : Tracking #: 941472669904207083871		
05/09/2016	SUCCESSFUL SERVICE	SUCCESSFUL SERVICE Method : (CP) CERTIFIED MAIL Issued : 04/26/2016 Service : CIVIL SUMMONS		

Date	Description	Docket Text	Amount Owed	Image Avail.
		Served : Return : 05/09/2016 On : BADLAND WINCHES Signed By : UNKNOWN		
		Reason : (CP) SUCCESSFUL Comment :		
		Tracking #: 941472669904207083872		

Financial Summary

Cost Type	Amount Owed	Amount Paid	Amount Adjusted	Amount Outstanding
Cost	\$215.24	\$165.00	\$0.00	\$50.24
	\$215.24	\$165.00	\$0.00	\$50.24

Money on Deposit with the Court

Account	Applied Amount
DEPOSIT RECEIVED (CP)	\$0.00
	\$0.00

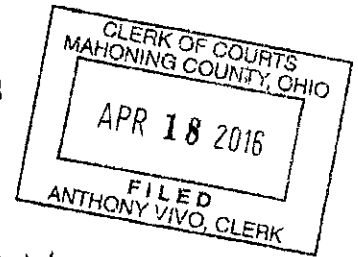
Receipts

Receipt Number	Receipt Date	Received From	Payment Amount
346804	04/18/2016	ANZELLOTTI	\$225.00
			\$225.00

Case Disposition

Disposition	Date	Case Judge
Undisposed		D'APOLITO, LOU A

IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO



DALE L. HINKLE
2112 Wick Campbell Road
Hubbard, Ohio 44425

and

LINDA HINKLE
2112 Wick Campbell Road
Hubbard, Ohio 44425

Plaintiffs

- VS -

HARBOR FREIGHT TOOLS
6000 Mahoning Avenue, Ste. 20
Youngstown, Ohio 44515

and

BADLAND WINCHES
3491 Mission Oaks Blvd.
P. O. Box 6009
Camarillo, California 93011

Defendants

CASE NO. 16CV1116

JUDGE J. Apauto

COMPLAINT

Other Torts

Jury Demand Endorsed Hereon

Now comes Plaintiffs, DALE L. HINKLE and LINDA HINKLE, by and through counsel, and for their causes of action states the following:

1. At all times relevant, Plaintiffs DALE L. HINKLE were residents of the City of Hubbard, Trumbull County, Ohio.
2. At all times relevant, Defendants BADLAND WINCHES and/or HARBOR FREIGHT TOOLS designed, manufactured, produced, assembled, supplied,



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sold, repaired, and/or distributed a winch known as BADLAND WINCHES, Item #61297.

3. At all times relevant, HARBOR FREIGHT TOOLS was and is a corporation contracting and doing business in the state of Ohio.
4. Defendants BADLAND WINCHES and/or HARBOR FREIGHT TOOLS, including any successor and/or predecessor companies thereto, at all times relevant, engaged in the design, manufacture, production, assembly, testing, marketing, distribution, supply, sale, and/or repair of the BADLAND WINCH, Item #61297, and placed said item for sale at HARBOR FREIGHT TOOLS, Store #00123, located at 6000 Mahoning Avenue, in Austintown Township, Mahoning County, Ohio.
5. Defendant HARBOR FREIGHT TOOLS at all material times, was a supplier of the BADLAND WINCH.
6. On January 20, 2014, Plaintiff DALE L. HINKLE purchased a BADLAND WINCH, Item #61297 from Defendant HARBOR FREIGHT TOOLS.
7. On or about April 19, 2014, Plaintiff DALE L. HINKLE, was operating the BADLAND WINCH at his home located in Trumbull County, Ohio, when it failed to operate correctly and/or as expected, causing significant, substantial, serious, and severe personal injuries to him, some of which are permanent in nature.
8. At all times relevant, Plaintiff DALE L. HINKLE was utilizing the BADLAND WINCH in a proper manner and in a manner that was reasonably and foreseeably intended.

COUNT ONE
(Product Liability)

9. Plaintiffs incorporates paragraphs 1 through 8 of the Complaint as if fully rewritten herein.
10. Plaintiffs brings this claim for relief against Defendants BADLAND WINCHES and/or HARBOR FREIGHT TOOLS, for product liability under Ohio Revised Code Section 2307.71 et seq., as the manufacturers of the BADLAND WINCH as this term is defined under R.C. Section 2307.71.
11. Plaintiffs brings this claim for relief against Defendant HARBOR FREIGHT TOOLS as the supplier of the BADLAND WINCH as this term is defined under R.C. Section 2307.71.
12. Defendants are liable to Plaintiffs as they were negligent in the sale of the components of the BADLAND WINCH and in failing to warn and/or otherwise instruct the purchasers and/or users of the machine's components concerning the hazards inherent in the design of the dangerous machinery comprising the BADLAND WINCH as it relates to point of instruction, operation, maintenance, and repair.
13. The components of the BADLAND WINCH, as manufactured by the manufacturing Defendants and as supplied by the supplier Defendants, were defective in manufacture and construction, were defective in design or formulation as described were defective due to inadequate warnings and instruction, and were defective because they did not conform to representations made by the manufacturer.

14. Each of the defective conditions of the BADLAND WINCH as described above were singularly and/or jointly a proximate cause of the harm for which Plaintiffs seek to recover compensatory damages as set forth below.
15. The manufacturing Defendants and the supplier Defendants were negligent in the design, manufacture, production, assembly, testing, marketing, distribution, supply, sale, and repair of the BADLAND WINCH.
16. The manufacturing Defendants and the supplier Defendants were negligent in failing to correct such defects which were known or with reasonable care should have been known to Defendants.
17. The manufacturing Defendants and the supplier Defendants were negligent in failing to warn and instruct the consumer, and in particular, Plaintiff DALE L. HINKLE, of the BADLAND WINCH'S characteristics and the foreseeable risks which were created hazards to its users during foreseeable use.
18. As a direct and proximate result of Defendants' aforementioned conduct, Plaintiff DALE L. HINKLE suffered serious injury of a personal, permanent, and pecuniary nature including, but not limited to pain suffering, mental anguish, emotional distress, loss of enjoyment of life, loss of income, and incurred medical expenses and other monetary damages now and into the future.

COUNT TWO
(Breach of Warranty)

19. Plaintiffs incorporate paragraphs 1 through 18 of the Complaint as if fully rewritten herein.

20. The manufacturing Defendants, and supplier Defendants, made certain express and implied warranties of safety of the BADLAND WINCH.
21. The manufacturing Defendants and supplier Defendants breached their express warranty in that the product proved to be unreasonably dangerous for its foreseeable use.
22. The manufacturing Defendants and supplier Defendants impliedly warranted the safety and fitness of the BADLAND WINCH by designing, manufacturing, assembling, distributing, and selling the machine for foreseeable use, and that the components of the machine were of suitable quality for their intended use resulting in Plaintiff's injuries.
23. Plaintiff relied upon said warranties.
24. Defendants did breach each and every one of the aforesaid warranties.
25. As a direct and proximate result of Defendants' breach of express and implied warranties, Plaintiffs suffered the damages as set forth herein.

COUNT THREE
(Strict Liability)

26. Plaintiffs incorporate paragraphs 1 through 25 of the Complaint as if fully rewritten herein.
27. On or about April 19, 2014, and at the time the BADLAND WINCH left the control of Defendants, it was in a condition that was unsafe, unreasonably dangerous, and defective in that:
 - a. It was manufactured in such a manner that it was defective and dangerous to the user thereof, and that said product was defective and dangerous at the time it was sold;

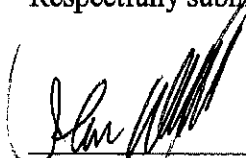
- b. It was manufactured with inadequate, insufficient, and improper warnings.
- 28. Defendants transferred and/or sold the BADLAND WINCH to Plaintiff for use in substantially the same condition in which they possessed it.
- 29. As a direct and proximate result of one or more of the above-mentioned unsafe, unreasonably dangerous, and defective conditions of the BADLAND WINCH, Defendants are strictly liable to Plaintiffs for the damages set forth above.

COUNT FOUR
(Loss of Consortium)

- 30. Plaintiffs incorporate and reallege each and every allegation contained in the First, Second and Third Claims for Relief as if fully rewritten herein.
- 31. Plaintiff LINDA HINKLE is the wife of Plaintiff DALE L. HINKLE and was his wife at the time of the April 19, 2014 incident.
- 32. Plaintiff LINDA HINKLE further states that as a direct and proximate result of the combined and/or individual conduct of Defendants HARBOR FREIGHT and/or BADLAND WINCH, she incurred expenses for the treatment of her husband's injuries and will continue to incur expenses for the treatment of his injuries into the future.
- 33. Plaintiff LINDA HINKLE further states that as a direct and proximate result of the combined and/or individual conduct of Defendants HARBOR FREIGHT and/or BADLAND WINCH, she lost the companionship, care, comfort, consortium, and services of her husband and anticipates the future loss of his companionship, care, comfort, consortium and services.

WHEREFORE, Plaintiffs DALE L. HINKLE and LINDA HINKLE demand judgment, jointly and severally, against all Defendants, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) for compensatory damages together with interest, attorneys' fees, cost of suit, and any other relief this Court deems just and proper.

Respectfully submitted,



ILAN WEXLER (#0005859)
ADAM L. SPERLING (#0062943)
Trial Counsel for Plaintiffs
Anzellotti, Sperling, Pazol
& Small Co., L.P.A.
21 N. Wickliffe Circle
Youngstown, Ohio 44515
Phone: (330) 792-6033
Fax: (330) 793-3384

JURY DEMAND

Plaintiff hereby demands a trial by jury upon all issues raised in his Complaint.



ILAN WEXLER
ADAM L. SPERLING
Trial Counsel for Plaintiffs